
Oversight Board

Of The Successor Agency To The Redevelopment Agency of the City of San Buenaventura

STAFF REPORT

MEETING DATE: May 9, 2012

ITEM NUMBER: 1

ITEM TITLE: Request for Qualifications for Legal Counsel Services for the Oversight Board of Successor Agency City of San Buenaventura

RECOMMENDATION

That the Oversight Board direct Staff to issue a Request for Qualifications (RFQ) for legal counsel services.

PREVIOUS OVERSIGHT BOARD ACTION

At its meeting of April 25th 2012, the Board requested Staff present an action item recommending approval of an RFP soliciting legal counsel.

FISCAL IMPLICATIONS

Pursuant to Health and Safety Code Section 34179, the Successor Agency shall pay for all of the costs of meetings of the Oversight Board and may include such costs in its administrative budget for which it receives reimbursement. However, it is not clear if the Oversight Board directly engages outside legal, financial or audit services whether the cost of such services can be reimbursed by the Successor Agency. At this time, a budget of \$10,000 has been included on the Administrative Allowance Cap Report of the Recognized Obligation Payment Schedule for the period January 2012 – June 2012.

BACKGROUND

At its meeting of April 25th 2012 the City Attorney presented the State's Brown Act and guidelines on how the Oversight Board may meet its requirements. During his presentation the City Attorney stated that due to his position as legal counsel to the City

of Ventura, he could not provide legal counsel to the Oversight Board. The City Attorney determined this would clearly be a conflict of interest.

The City Attorneys decision prompted the Oversight Board to initiate the process of seeking independent legal counsel through the issuance of an RFP. The Board felt it necessary to commence this process even though legal counsel was not immediately required. Through the document drafting process, Staff believes that a Request for Qualifications (RFQ) is a more appropriate document than a Request for Proposal since the type of services required are already known and we are seeking qualified providers who are familiar with the work at hand. Staff has attached a draft Request for Qualifications for Oversight Board approval. (Attachment A)

ALTERNATIVES

The Oversight Board may decide to postpone the issuance of the RFQ until such time as legal counsel is actually anticipated.

Prepared by Alejandro Herrera, AICP and Dori Boyer, Management Technician
For



Jeffrey Lambert, AICP
Community Development Director

Reviewed as to fiscal impacts



for Jay Panzica
Chief Financial Officer

ATTACHMENTS

A Draft Request for Proposal/Request for Qualifications for Legal Counsel Services

ATTACHMENT A

**DRAFT REQUEST FOR
QUALIFICATIONS FOR LEGAL
COUNSEL SERVICES**

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DRAFT
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
LEGAL SERVICES
FOR THE
OVERSIGHT BOARD
FOR THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE
CITY OF SAN BUENAVENTURA

Under AB 1x 26 (Chapter 5, Statutes of 2011), an Oversight Board was established to oversee the actions of the Successor Agency for the dissolved Redevelopment Agency of the City of San Buenaventura (Ventura SA). The Oversight Board is seeking the services of an attorney with a professional law firm or an experienced sole practitioner to serve as Legal Counsel to the Board to provide oversight of Board operations, lending practices for development projects and other corporation services and activities. Information which provides some background and summarizes the provisions in AB 1X 26 is attached (Exhibit A).

The term of the engagement would be for fiscal year 2012-2013, but could commence sooner than July 1st, and the contract would likely be extended from year to year until the Oversight Board completes its work and is dissolved or is merged with the other oversight boards in Ventura County in 2016 as required under AB 1X 26. Either party could terminate the engagement with 90 days prior written notice.

Interested firms should have some experience advising public bodies on the Brown Act, Political Reform Act and the Public Records Act. It would be desirable if the firm also has experience with public contracting, public finance (bonds), and redevelopment funded development projects and activities, as well as loans and property dispositions.

The selected Legal Counsel would advise the Board and be supported by Ventura SA staff, and would be expected to work closely with counsel from the various taxing entities with appointments to the Board or who receive property tax revenues. The Oversight Board members are as follows:

David Keebler, Vice President of Business
Ventura Community College

Paul J. Derse, Asst. County Executive Office/Chief Financial Officer
County of Ventura

Teresa Purrington, Management Analyst II
City of Ventura representing former Redevelopment Agency Employees

Denise Collin, Accounting Manager/Treasurer
Casitas Municipal Water District

Jim Friedman, Financial Consultant
City of San Buenaventura

Ed McCombs
County of Ventura representing the Public

Joe Richards, Assistant Superintendent
Ventura County Superintendent of Schools

Due to conflicts of interest, the Legal Counsel and its firm could not be in an adversary position with the agencies that appointed the Oversight Board members, nor could it represent private developers under existing contracts with the prior dissolved Redevelopment Agency of the City of San Buenaventura for redevelopment projects which have not yet been completed. Any law firm currently under contract with the agencies that appointed the Oversight Board members and the other taxing entities may apply, but it is desirable that the Legal Counsel be independent from such agencies. For firms that represent agencies in litigation matters only, it is anticipated that the applicable entity would waive any conflict to allow for Oversight Board to select such firm.

Per AB 1x 26, the Successor Agency is responsible for the cost of any legal services to be provided to the Oversight Board. As such, the selected Legal Counsel will be required to enter into the City's Legal Services Agreement. A sample of the agreement is attached for review purposes. (Exhibit B)

The scope of the services of the Legal Counsel would include, but is not limited to, the following:

- Advise the Board on legal authority and liability for actions taken in the ordinary course of business.
- Advise the Board on actions necessary to protect the Board members from personal liability and protect the assets of the dissolved agency from liability and attachment.
- Review and advise the Board on the recommendations from Ventura SA staff regarding contracting issues.

- Review and advise the Board on recommendations from Ventura SA staff on refinancing matters, overseeing completion of redevelopment projects, and disposition of property and other assets.
- Provide advice on legislative matters which may affect the Board (exclusive of lobbying).
- Represent the Board in connection with any inquiry, investigation, audit or other proceedings of state regulatory agencies.
- Represent the Board in any litigation brought by or against or otherwise involving the Board, or assist the Board in contracting for specialized litigation counsel and overseeing outside counsel's work.
- Engage in any other legal matter reasonably requested by the Board.

Experience/Qualifications:

The Legal Counsel must have knowledge and experience in the following areas of law: Brown Act, Political Reform Act, Public Records Act, contracts, and bond financing and lending. It would also be beneficial if the firm had experience with real property development and disposition and redevelopment law. Knowledge and experience in the other areas of public law would also be desirable.

Submittal Content:

- 1) A one-page cover letter with the name and contact information for the proposed lead attorney.
- 2) Description of the qualifications and experience of the proposed lead attorney and any associates to be assigned to work for the Board in the areas of law listed above.
- 3) Three client references.
- 4) List of current hourly rates for each attorney and support staff proposed to be assigned to work for the Board.

Submittal Procedures

Please submit three (3) copies your proposal by 4:00 p.m. Thursday, May 31, 2012:

Personal Delivery: Dori Boyer
Community Development Department

City of Ventura
501 Poli Street, Room 133
Ventura, CA 93001

Mail Delivery: Dori Boyer
Community Development Department
City of Ventura
PO Box 99
Ventura, CA 93002-0099

Proposals may also be submitted via e-mail to dboyer@cityofventura.net. All inquiries should be directed to Dori Boyer at 805-654-7732.

Ventura SA staff will conduct an initial review and evaluation of all proposals to determine interview candidates. Interviews are tentatively scheduled for the week of June 18, 2012. Recommendation will be presented to the Board at their next regular meeting following the end of the interviews.

The Board reserves the right to reject any and all submittals and to waive minor inconsistencies. The cost of preparing responses to this Request for Qualifications shall be borne by the respondents and will not be reimbursed by the Board.

Exhibit A – AB 1X 26 Summary

Exhibit B – Sample Ventura SA Legal Services Agreement

EXHIBIT A

ASSEMBLY BILL 1X 26 SUMMARY

- Redevelopment Agencies in California were funded by collecting a portion of the property tax increment within a project area boundary.
- ABx1 26 (Redevelopment Dissolution Act) dissolved all Redevelopment Agencies as of February 1, 2012.
- Most assets/liabilities/operations transferred to “successor agency” for wind-down purposes
 - Exception: Housing assets (other than Housing Fund balances) and housing functions of former RDAs transfer to sponsoring community or applicable housing authority
- City of San Buenaventura (Ventura) is the Successor Agency and the Housing Successor Agency for the Redevelopment Agency of the City of San Buenaventura
 - Successor Agency is vested with remaining authority, rights, powers, duties
 - Inventory/validate assets and liabilities of the former RDA
 - Make payments required to holders of enforceable obligations
 - Prepare draft Recognized Obligations Payment Schedule (ROPS)
 - Liquidate assets
 - Manage the affairs of the former RDA
- The County-Auditor-Controller also has a major role under the Dissolution Act
 - Perform or cause to be performed an agreed upon procedures audit of all former RDAs
 - Establish Redevelopment Property Tax Trust Fund for each former RDA for the benefit of the taxing entities
 - Calculate and administer what would have constituted Gross Tax Increment, Pass-Through payments, and distributions to taxing entities

- Monitor and distribute funds to successor agencies to pay enforceable obligations
- Once an RDA's debts are repaid from either fund balances, future annual tax increment or bond proceeds, the remainder will be returned to these taxing entities based on their percentage share
- Property taxes (former tax increment) will continue to be collected and paid to successor agency to the extent needed to pay off enforceable obligations of former RDA
 - Benefits to taxing entities from RDA dissolution will increase over time as debts of former RDAs are retired
- Flow of former RDA tax increment funds
 - Auditor-Controller Admin Fee
 - Pass-through Payments
 - Enforceable Obligations – ROPS payments approved by Oversight Board, the DOF and the Auditor-Controller
 - Remaining funds are returned to taxing entities

Oversight Board Role and Responsibilities

- Oversight Board may:
 - Terminate a private party "enforceable obligation" – but must make third party whole
 - Terminate an enforceable obligation with a local public agency other than the city or county that formed the former RDA if it finds termination to be in best interest of taxing entities
 - Re-authorize any agreement between former RDA and sponsoring community, if it concludes that doing so is in best interests of taxing entities
- "Each successor agency shall have an oversight board composed of seven members." (34179(a))
- "The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's duties and responsibilities under this part." (34179(c))

- Why an Oversight Board?
 - Legislature concerned that governing board of sponsoring community might not give interests of taxing entities sufficient weight
 - “Oversight boards shall have fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues...” (34179(i))
 - Fiduciary Responsibility
 - No definition in Dissolution Act
 - “A person who is required to act for the benefit of another person on all matters within the scope of their relationship; one who owes to another the duties of good faith, trust, confidence, and candor.” (Black’s Law Dictionary, 8th Ed. 2004)
- “A majority of the total membership of the oversight board shall constitute a quorum for the transaction of business. A majority vote of the total membership of the oversight board is required for the oversight board to take action.” (34179(e))
 - Majority of a quorum is not sufficient – 4 votes needed for any OB action
 - “The Department of Finance may review an oversight board action taken pursuant to the act adding this part.” (34179(h))
 - OB decisions not effective for 3 days – in this time DOF may give notice of its request to review
 - DOF then has 10 days to approve OB decision or return it to OB for reconsideration
 - Modified OB decision must then be resubmitted to DOF for approval by DOF
 - Modified OB decision not effective until DOF approves

- “Oversight board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as oversight board members” (34179(d))
- Two categories of powers:
 - Oversight Board approval required for certain actions by successor agency (34180)
 - Oversight Board “shall direct” the successor agency to take certain actions (34181)
- Oversight Board approval required for the following actions by successor agency:
 - The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part.” (34180(a))
 - “Refunding of outstanding bonds or other debt of the former redevelopment agency... (34180(b))
 - “Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.” (34180(c))
- “Establishment of the Recognized Obligation Payment Schedule.” (34180(g))
 - ROPS is a key document... contains all obligations of former RDA over time and lists source of funds for paying those obligations, including administrative budget
 - A new ROPS is prepared by the Successor Agency and approved by the Oversight Board for each six-month period (January-June and July-December)
- “The oversight board shall direct the successor agency to do all of the following:” (34181)
 - “Dispose of all assets and properties of the former redevelopment agency that were funded by tax increment revenues of the dissolved redevelopment agency.” (64181(a))

- But...
- “the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value.” (34181(a))
- “If [the county] wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax... for the value of the property retained.” (34180(f)(1))
- “The oversight board shall direct the successor agency to...
 - “cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.” (34181(b))
- “The oversight board shall direct the successor agency to...
 - “Transfer housing responsibilities and all rights, powers, duties, and obligations along with any amounts on deposit in the Low and Moderate Income Housing Fund to the appropriate entity.” (34181(c))
- “The oversight board shall direct the successor agency to...
 - “Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.” (34181(d))
- “The oversight board shall direct the successor agency to...

- “Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of such agreements where it finds that amendments or early termination would be in the best interests of the taxing entities.” (34181(e))
 - Termination must make counter-party to agreement whole
- Dissolution Act does not explicitly define what constitutes the “best interests of taxing entities”
 - Direct financial benefit would meet this definition
- Possibly indirect benefits to taxing entities can also be considered
- Oversight Board Reporting Requirements
 - OB Members must file FPPC Form 700 (“Statement of Economic Interests”)
 - Must file within 30 days of today
 - Exceptions: See FPPC Reg. 18754(a)(3)(A))
 - Must file annually before April 1 of each year
 - Within 6 months, OB must adopt “conflict of interest code” specifying particular economic interests that OB members must report

EXHIBIT B

LEGAL SERVICES AGREEMENT LITIGATION SERVICES

City of San Buenaventura and _____

This Agreement is made and entered in duplicate on the dates set forth below by and between the City of San Buenaventura, a municipal corporation, as Successor Agency to the Redevelopment Agency of the City of San Buenaventura ("City") and _____ ("Law Firm").

By this Agreement, City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for the City that are hereinafter described, all for the compensation and subject to the covenants and conditions hereinafter set forth:

1. Law Firm's Services.

Law Firm will _____.

(a) **Lead Attorney:** All services to be provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: Iris Yang.

(b) **Assisting Attorneys.** Additional attorneys who will assist the lead attorney in performing the services provided by Law Firm to City and Manager pursuant to this Agreement will include the following: _____

Law Firm agrees that there will be no charge for the attorneys performing or assisting in performance of the services to be provided to City pursuant to this Agreement without the prior written approval of City's Representative.

(c) **Living Wage Requirements.** Law Firm understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, "Living Wages and Benefits for City Services," a copy of which has been provided to Law Firm. By reason thereof, during the term of this Agreement, Law Firm will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Law Firm will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. Law Firm also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

(d) **Conflicts of Interest.** Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest shall be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to City's Representative, and the interested individual shall not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.

In addition to the prescriptions regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that unless waived by City's Representative in writing, neither Law Firm nor any attorney employed by Law Firm shall represent clients before any board, commission, committee or department of City, or represent a client adverse to City for a period of one year from the date of the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement.

2. Law Firm's Compensation.

(a) **Legal Fees.** City shall compensate Law Firm for the professional services to be provided by Law Firm to City pursuant to this Agreement at the followings hourly rates:

	<u>Hourly Rate</u>
Attorneys:	\$ <u> </u> /hour

All office, travel, and meeting time shall be billed at such rates in increments not exceeding one tenth (.1) of an hour.

Law Firm shall not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.

(b) **Cost and Expense Reimbursement.** City will also reimburse Law Firm for all ordinary costs and expenses reasonably incurred by Law Firm, its attorneys, and employees in performance of the service provided by Law Firm to City pursuant to this Agreement, including costs associated with: (i) the service of legal process; (ii) depositions; (iii) document reproduction; (iv) postage and messenger services; and (v) telephone, fax, and other telecommunication services.

In addition, when approved in advance by City's Representative, City will reimburse Law Firm for any extraordinary expenses incurred by Law Firm in the performance of such services, including, but not limited to: (i) on-line electronic research; (ii) investigators, expert witnesses, and other professional Consultants and, (iii) travel outside of the State of California.

However, City not will reimburse Law Firm for any costs and expenses incurred by Law Firm for: (i) secretaries, clerks, and other nonprofessional employees engaged in the performance of Law Firm Services pursuant to this Agreement; or (ii) time spent by professional or non-professional employees when responding to City's inquiries regarding Law Firm's bills.

(c) **Billing.** Law Firm will bill City monthly for the services provided by Law Firm to City pursuant to this Agreement, as well as all reimbursable costs and expenses. All bills for legal fees shall set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has specific time recorded.

Bills for reimbursable costs and expenses incurred during the billing period shall set forth the amount charged for each category of such costs and expenses in addition to the total amount of all such costs and expenses. If the bill includes charges for document reproduction costs that exceed one hundred dollars (\$100) during any 30-day period, Law Firm will provide a justification for such costs along with its bill. In addition, if the bill includes costs incurred for services provided by outside vendors, Law Firm will provide a copy of the vendor's invoice or other billing statement with Law Firm's bill.

(d) **Payment.** City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following the receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City shall make its best effort to process and pay such bill within 30 days of the receipt of the bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance charge arising out of such delinquency.

(e) **Taxpayer Information.** Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

(f) **Litigation Budget.** Law firm shall prepare a litigation budget within 15 days outlining projected attorney time for investigation, responsive pleadings, motions, discovery, and legal research up to but not including trial.

(g) **Do Not Exceed Limit.** In no event shall City's obligation under this Agreement exceed \$_____ without approval from the City Council and written amendment to this Agreement.

3. Limitations on Representation.

In the course of its representation of City in the litigation that is the subject of this Agreement, Law Firm shall not take any of the following actions without the prior consent of City's Representative:

- (a) Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;
- (b) Agree to any mediation or arbitration on any matter at issue in the litigation except where mediation or arbitration is required by a court rule or order;
- (c) File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court; and
- (d) Propose or agree to any settlement of the litigation.

4. Reports.

In the course of its representation of the City in the litigation that is the subject of this Agreement, Law Firm shall provide City's Representative with the following litigation reports:

- (a) A written status report containing all of the following information promptly following the execution of this Agreement and during the month of July in each year that this Agreement remains in effect unless waived by City's Representative:
 - (i) The name and a very brief description of the litigation;
 - (ii) The current procedural status of the litigation;
 - (iii) If the City appears as a plaintiff or cross-complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;
 - (iv) If the City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims; and,
 - (v) An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation.
- (b) A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm

becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation.

(c) Such other oral or written reports regarding the litigation as may be requested by City's Representative.

5. Files.

Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and shall remain the property of City. However, Law Firm shall have the right to retain copies of such files upon completion of the services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" shall include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the services required by this Agreement. Insurance.

6. Insurance

(a) Law Firm agrees that at all times it is providing services to City pursuant to this Agreement, it will maintain an errors and omissions insurance policy in full force and effect that conforms to all of the following requirements:

- (i) The policy shall include coverage for professional negligence in the performance of the services required by this Agreement and shall be in the amount of at least \$2,000,000.
- (ii) The policy shall be issued by an insurer that is authorized to do business in the State of California, and rating in "Best's" Insurance Guide of at least "A:VII."
- (iii) The insurance coverage provided by the policy shall be on "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Law Firm shall continue to maintain such type of insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm during the time this Agreement was in effect.

(b) Concurrently with the execution of this Agreement, Law Firm will provide City with evidence of such insurance policy and coverage, satisfactory to City, consisting of a certificate of insurance and a copy of the specimen form. The certificate insurance must reflect that the insurer will provide City with 30 days notice of any cancellation of coverage. Law Firm shall require its insurer to modify such certificates to

delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(c) Upon the expiration of any policy of insurance required herein, Law Firm shall provide City with evidence that such insurance has been renewed or replaced with another policy providing at least the same coverage. Such evidence of insurance will be furnished at least 72 hours before expiration of coverage.

(d) The insurance requirements in this Section are not intended as a limitation on insurance coverage, nor a Waiver of any coverage normally provided by any insurance policy issued to Law Firm. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

7. Indemnification.

Law Firm shall hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims or liabilities or expenses, including attorney's fees, caused by Law Firm's negligent or wrongful performance of its services pursuant to this Agreement, save and except for any such claim, liability, or expense arising out of the sole negligence or concurrent active negligence of City and/or City's officers, employees, agents, or volunteers. In the event City and/or any of City's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to Law Firm's performance of its services pursuant to this agreement, other than a lawsuit or claim arising out of their sole negligence or concurrent active negligence, Law Firm shall reasonably defend and indemnify them for any judgment rendered against them.

8. City's Representative

The name, address, and telephone number of City's Representative is as follows:

Name and Title:

Post Office Address:

E-mail Address:

Telephone No.:

9. Termination of Services

City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm may also terminate this Agreement with or without cause by serving City's representative with notification of such termination by

mail or by fax at least 30 days prior to the date the termination is to become effective unless facts or circumstances would render such a notice period unreasonably long. Except that Law Firm may not terminate this Agreement without City's written consent in the course of any trial in which Law Firm is representing City, or within 90 days of any scheduled trial in which Law Firm is to represent City, unless facts or circumstances would render such a long notice period unreasonably long, in which case notice shall be provided a reasonable time in advance based on the facts and circumstances.

10. Entire Agreement

This Agreement represents the entire understanding and agreement between Law Firm and the City with regard to the legal services to be provided by Law Firm to City as described herein, and all preliminary negotiations or agreements leading to the formation of this Agreement are superseded by this Agreement except as expressly set forth herein. No collateral understandings or agreements hereafter made by the parties hereto or by any of their officers, employees, or agents shall be deemed to vary the terms of this Agreement unless and until this Agreement is modified to reflect such understandings and agreements in the manner provided herein.

11. Modification of Agreement.

This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both Law Firm and City.

In witness whereof, the parties have executed this Agreement in the State of California on the dates set forth below.

CITY OF SAN BUENAVENTURA

Date

Title: _____

Date

City Budget Program and Account No.

REQUEST FOR PROPOSALS (RFP)

FOR

**LEGAL SERVICES TO THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF
RIVERSIDE**

March 29, 2012

RFP Deadline: April 19, 2012 @ 4:00 p.m. PDT

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Introduction

Pursuant to the provisions of ABx1 26 which is codified in *California Health and Safety Code (HSC)* Sections 33500 et seq., redevelopment agencies were dissolved as of February 1, 2012. The County of Riverside, a political subdivision of the State of California, acting in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (“County”) pursuant to *HSC* § 34177 et seq., has taken on the functions of the dissolved redevelopment agency.

Additionally, pursuant to *HSC* § 34179, an Oversight Board has been appointed to oversee the review the actions of the Successor Agency of the Redevelopment Agency for the County of Riverside (“Successor Agency” and oversee the dissolution activities of the Successor Agency as further described in *HSC* §§ 34177, 34179-34181. The Oversight Board is deemed a local agency for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974. The Successor Agency provides staff for the Oversight Board. The Oversight Board meets on the first and third Thursday of each month in the County Administrative Center, Fifth Floor Conference Room.

The Office of County Counsel has served as counsel to the former redevelopment agency and currently serves as counsel to the Successor Agency, and has declared a conflict of interest in providing substantive representation to the Oversight Board. Thus, the County is seeking legal

representation for the Oversight Board in carrying out its obligations pursuant to ABx1 26. Final selection of legal counsel will be made by the Oversight Board.

The purpose of the RFP is to solicit proposals to allow the County acting in its capacity as Successor Agency to select legal counsel that best meets the needs and requirements of the Oversight Board. The County strongly urges interested parties to carefully review and consider the requirements set forth in this RFP. Written proposals containing the requested information will be the primary basis for selection of legal counsel. The County will also consider references and other available information. The County, in its sole discretion, may interview any number of respondents. Further, the County reserves the right to accept or deny any or all proposals, and may withdraw this Request for Proposals at any time without notice.

Proposals will be ranked based upon the criteria set forth in this RFP. Top ranked candidates may be interviewed by County staff and/or the Oversight Board.

RFP INFORMATION AT A GLANCE

HA CONTACT PERSON	Heidi Marshall, Assistant Director/EDA 951-955-1209 (office); 951-955-9177 (facsimile)
HOW TO OBTAIN THE RFP DOCUMENTS ON THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY WEBSITE	<ol style="list-style-type: none">1. Access www.rivcoeda.org2. Click on the About EDA tab in the upper right hand corner.3. Click on Proposals and Quotations.4. Download RFP.
PROPOSAL SUBMITAL RETURN & DEADLINE	April 19, 2012 3403 Tenth Street, Suite 300 Riverside, CA 92501 (The proposal must be received in-hand and time-stamped by the County of Riverside Economic Development Agency by no later than 4:00 p.m. PDT on this date).

Statement of Work

The Successor Agency is seeking proposals from qualified, licensed, and insured attorneys to provide legal counsel. The successful proposer shall be the legal advisor to the Oversight Board responsible for advising the Board on issues related to the Brown Act, Public Records Act, Political Reform Act and particularly the California Community Redevelopment Law and the

dissolution provisions set forth in *HSC* §§ 33500 et seq., particularly those functions of the Oversight Board set forth in *HSC* §§ 34179-34181.

Legal Counsel will be expected to perform a range of legal duties which may include, but not be limited to the following:

- Be present at all Oversight Board Meetings, providing Brown Act and other legal advice, as necessary;
- Provide legal advice regarding Oversight Board member duties, responsibilities and obligations;
- Provide legal advice and consultation on issues and actions before the Oversight Board;
- Provide legal advice and consultation to the Oversight Board regarding its relationship to and role with the Successor Agency;
- Provide legal opinions as requested by the Oversight Board on matters related to the duties of that board; and
- Other duties as necessary within the scope of the Oversight Board.

Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the Successor Agency may retain the successful proposer to provide, but is intended to be a representative listing of prospective duties and tasks.

Proposal Format

The Successor Agency intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Successor Agency will consider factors other than just cost in making the award decision). Therefore, so that the Successor Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the **sequence noted below**. None of the proposed services may conflict with any requirement the Successor Agency has published herein or has issued by addendum.

1. Form of Proposal

- a. This Form is attached hereto as Exhibit “A” to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted as a part of the proposal submittal.

2. Letter of Interest

- a. Disclose the Firm/Attorney's approach to providing the services outlined in the RFP.
- b. Outline the Firm's/Attorney's legal experience, particularly with respect to representing public entities, representing Brown Act boards and commissions.
- c. Outline experience in particular areas of the law including California Community Redevelopment Law (CRL), ABx1 26, public contracts, affordable housing, public works contracting, and real property law.
- d. Discuss other relevant experience and information relating to the Firm's/Attorney's qualifications for this position.

3. Technical Proposal

- a. Include a Firm/Attorney Resume. Include name and resume of the attorney(s) who will be performing the role of Oversight Board Legal Counsel. Identify any designations or delineation of roles which may apply.
- b. Include a fee proposal which shall include the hourly billing rates of proposed staff. The fee proposal may also include any applicable billing/pricing fees for particular duties, e.g., attendance at Oversight Board meetings **(SEALED ENVELOPE)**.

4. Supporting Documentation

- a. Organization chart, staff assignments and responsibilities
- b. Minimum of three (3) References (Client and/or professional)
- c. Provide State Bar Number for each designated attorney
- d. Availability
- e. Disclosure of known or potential conflicts of interest

Fee Proposal: The proposed fees shall be submitted by the proposer and received by the Successor Agency in a separate sealed envelope. Unless otherwise stated, the proposed fees are inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the Successor Agency; etc. Travel from the attorneys' office to the County offices and/or Oversight Board meeting location is not reimbursable. Notwithstanding the foregoing, any costs for approved travel required by the attorney (other than travel between the attorneys' office and the County offices) will be reimbursed at reasonable cost, subject to prior approval of the Successor Agency.

Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Successor Agency can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies and conveniently return the proposal submittal to its original condition.

Proposal Submittal

Proposal Submission: All proposals must be submitted and time-stamped received no later than **4:00 p.m., on April 19, 2012** at the County of Riverside, Economic Development Agency, 3403 Tenth Street, Suite 300, Riverside, CA 92501. A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

County of Riverside, Economic Development Agency
Attention: Heidi Marshall
Assistant Director/EDA
3403 Tenth Street, Suite 300
Riverside, CA 92501

The package exterior must clearly include the following, **"Request for Proposals for Legal Services to the Oversight Board to the Successor Agency to the Redevelopment Agency for the County of Riverside,"** and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the 3 copies by the deadline.

Proposer Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Successor Agency, including the RFP document, and any addenda and required exhibits submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the Contracting Officer to exclude any of the Successor Agency requirements contained within the documents may cause that proposer to not be considered for award.

Proposer's Responsibilities--Contact with the Successor Agency: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Contracting Officer only. Proposers must not make inquiry or communicate with any other

Successor Agency staff member or official (including members of the Oversight Board) pertaining to this RFP. Failure to abide by this requirement may be cause for the Successor Agency to not consider a proposal submittal received from any proposer who may has not abided by this directive.

Addendums: All questions and requests for information must be addressed in writing to the Contracting Officer. The Contracting Officer will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Contracting Officer will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the Successor Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the Contracting Officer—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the Contracting Officer may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the Contracting Officer may more fairly respond to all prospective proposers in writing by addendum.

Questions and request for information should be addressed to:

Heidi Marshall, Assistant Director/EDA
County of Riverside, Economic Development Agency
3403 Tenth Street, Suite 300
Riverside, CA 92501
(951)-955-1209 (office)
(951) 955-9177 (fax)
Email: hmarshall@rivcoeda.org

Proposal Evaluation

The proposal will be evaluated based upon a review of each proposer’s knowledge, experience, expertise, fees, availability, with particular emphasis on experience advising public entities, and familiarity with the California Community Redevelopment Law and ABx1 26. The Firm/Attorney selected will be required to comply with the County’s insurance requirements as set forth in the sample contract attached as Exhibit “B” to this RFP.

Evaluation Factors: The following factors will be utilized by the Successor Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Objective	The PROPOSED FEES the proposer would to charge the Successor Agency to provide the required work.
2	25 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT , e.g., the Oversight Board's responsibilities pursuant to ABx1 26 and the type and level of legal assistance required.
3	15 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including use of resources, estimated hours and skill mix) and the QUALITY of the WORK PLAN .
4	15points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	20 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points

Evaluation Committee: The Successor Agency and Oversight Board anticipate that a selection committee composed of a minimum of a three persons will evaluate each of the responsive

“hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFP. The designated Contracting Officer is the only person at the Successor Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

Evaluation: The appointed evaluation committee, independent of the Contracting Officer or any other person at the Successor Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

Determination of Top-Ranked Proposer: Typically, the technical and subjective points awarded by the evaluation committee will be combined to determine the final rankings. If the evaluation was performed to the satisfaction of the Contracting Officer, the final rankings may be forwarded to the Oversight Board at a scheduled meeting for approval.

Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points).

Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

1. Which proposer received the award;
2. Where each proposer placed in the process as a result of the evaluation of the proposals received;
3. The cost or financial offers received from each proposer;
4. Each proposer’s right to a debriefing and to protest.

Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Successor Agency evaluation committee. Similarly, all persons having

ownership interest in and/or contract with a proposer entity will be excluded from participation on the Successor Agency evaluation committee.

Contract Award

Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal, Exhibit "A", the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Successor Agency," including the contract clauses already attached as Exhibits. Accordingly, the Successor Agency has no obligation to conduct any negotiations pertaining to the contract terms already published.

Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Successor Agency pursuant to this RFP:

Contract Form: The County will not execute a contract on the successful proposer's form-- contracts will only be executed on the Successor Agency form (please see Sample Contract, Exhibit B), and by submitting a proposal the successful proposer agrees to do so (please note that the Successor Agency reserves the right to amend this form as the Successor Agency deems necessary).

It is the responsibility of each prospective proposer to notify the Successor Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract. The Successor Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Successor Agency response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

Assignment of Personnel: The Successor Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Successor believes that such change is in the best interest of the Successor Agency and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Successor Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Successor Agency shall be void and may result in the cancellation of the contract with the

Successor Agency, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

Contract Period: The Successor Agency anticipates that it will initially award a contract for the period of one (1) year with the option, at the Successor Agency's discretion, of 2 additional one-year extension periods for a maximum of three (3) years.

Licensing and Insurance Requirements: Prior to contract award (but not as a part of the proposal submission) the *successful proposer* will be required to provide evidence of:

1. Workers' Compensation:

If the proposer has employees as defined by the State of California, the proposer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of proposers performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then proposer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insureds.

4. Professional Liability:

Attorneys shall maintain Professional Liability Insurance providing coverage for services included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Attorneys' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract. Upon termination of this Contract or the expiration or cancellation of the claims made insurance policy, Attorneys shall purchase at its sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Attorneys have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Contract.

5. A copy of the proposer's business license allowing that entity to provide such services within the State of California, County of Riverside.

6. If applicable, a copy of the proposer's license issued by the State of California licensing authority allowing the proposer to provide the services detailed herein.

Right to Negotiate Final Fees: The Successor Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Successor Agency discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the County has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Contracting Officer successfully concluded within 5 business days, the Successor Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Successor Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Request for Qualifications (RFQ)
For
Legal Services
For the Oversight Board to the Successor Agency
to The Redevelopment Agency of the City of Pomona,
Specification No. 1022.17

Under the AB 1X 26 (Chapter 5, Statutes of 2011), an Oversight Board was established to oversee the actions of the Redevelopment Agency Successor Agency for the dissolved Redevelopment Agency of the City of Pomona. The Oversight Board is seeking the services of an attorney with a professional law firm or an experienced sole practitioner to serve as Legal Counsel to the Board to provide oversight of Board operations, lending practices for development projects and other corporation services and activities.

The term of the engagement would be for fiscal year 2012-2013, but could commence sooner than July 1st, and the contract would likely be extended from year to year until the Oversight Board completes its work and is dissolved or is merged with the other oversight boards in Los Angeles County in 2016 as required under AB 1X 26. Either party could terminate the engagement with 90 days prior written notice.

Interested firms should have some experience advising public bodies on the Brown Act, Political Reform Act and the Public Records Act. It would be desirable if the firm also has experience with public contracting, public finance (bonds), and redevelopment funded development projects and activities, as well as loans and disposition of properties.

The selected Legal Counsel would advise the Board and would be expected to work closely with counsel from the various taxing entities with appointments to the Board or who receive property tax revenues.

Due to conflicts of interest, the Legal Counsel and its firm could not be in an adversary position with the agencies that appointed the Oversight Board members, nor could it represent private developers under existing contracts with the prior dissolved Redevelopment Agency of the City of Pomona for redevelopment projects which have not yet been completed. The Board Rules of Procedure provide that the Legal Counsel may not be employed by: (i) the Redevelopment Agency Successor Agency; (ii) any of the entities with appointments to the Board; or (iii) any of the affected taxing entities which may receive funding pursuant to AB26. Any law firm currently under contract with the agencies that appointed the Oversight Board members and the other taxing entities may apply, but it is desirable that the Legal Counsel be independent from such agencies. For firms that represent agencies in litigation matters only, it is anticipated that the applicable entity would waive any conflict to allow for Oversight Board to select such firm.

The Oversight Board members are as follows:

Elliott Rothman, Mayor City of Pomona

Carrie Sutkin, County Supervisor's Appointment

Bruce Saito (TV), L A Conservation Corps, County Supervisor's Public Appointment

Gerry Hertzberg, L.A. County Board of Supervisors

Leslie Barnes, PUSD, County School Superintendent Appointment

Mike Gregoryk, Mt. San Antonio Community College Appointment

Additional County Contacts:

Angie Johnson, Chief of Commission Services, County of Los Angeles Board of Supervisors

Rhonda Rangel, Head Board Specialist, L. A. County Commission Services Division

Manriquez, Suzanne , L. A. County

The scope of the services of the Legal Counsel would include, but is not limited to, the following:

- Advise the Board on legal authority and liability for actions taken in the ordinary course of business.
- Advise the Board on actions necessary to protect the Board members from personal liability and protect the assets of the dissolved agency from liability and attachment.
- Review and advise the Board on the recommendations from City/Successor Agency staff regarding contracting issues.
- Review and advise the Board on recommendations from City/Successor Agency on refinancing matters, overseeing completion of redevelopment projects, and disposition of property and other assets.
- Provide advice on legislative matters which may affect the Board (exclusive of lobbying).
- Represent the Board in connection with any inquiry, investigation, audit or other proceedings of state regulatory agencies.
- Represent the Board in any litigation brought by or against or otherwise involving the Board, or assist the Board in contracting for specialized litigation counsel and overseeing outside counsel's work.
- Engage in any other legal matter reasonably requested by the Board.

Experience/Qualifications:

The Legal Counsel must have knowledge and experience in the following areas of law: Brown Act, Political Reform Act, Public Records Act, contracts, and bond financing and lending. It would also be beneficial if the firm had experience with real property development and disposition and redevelopment law. Knowledge and experience in the other areas of public law would also be desirable.

Submittal Content:

- 1) A one-page cover letter with the name and contact information for the proposed lead attorney.
- 2) Description of the qualifications and experience of the proposed lead attorney and any associates to be assigned to work for the Board in the areas of law listed above.

- 3) Three client references.
- 4) List of current hourly rates for each attorney and support staff proposed to be assigned to work for the Board.

Submittal Procedures

Please submit your proposal by e-mail no later than 2:00pm Wednesday, May 2, 2012, or personal delivery to the address below.

US Mail: City of Pomona
 Purchasing Division
 P.O. Box 660
 Pomona, CA 91769

Hand delivery, Fedex, UPS: City of Pomona
 Purchasing Division
 505 South Garey Ave.
 Pomona, CA 91766

Proposals submitted via e-mail shall be sent to Kennie Nicomede, Purchasing Manager at kennie_nicomede@ci.pomona.ca.us

All inquiries should be directed to Andrew Jared at 909-620-2071.

The City/Successor Agency, along with members of the Board or representatives from the other taxing entities will conduct an initial review and evaluation of all proposals to determine interview candidates. An interview date has not been set as of this date.

The Board reserves the right to reject any and all submittals and to waive minor inconsistencies. The cost of preparing responses to this Request For Qualifications shall be borne by the respondents and will not be reimbursed by the Board.

Please Note: Per the City Code, the successful firm will be required to possess a valid City of Pomona business license prior to commencement of services.